

IMPORTANT EXCERPT FROM INTO-PLANE CONTRACTS

DISCLAIMER

The following clause is included in all contracts for Into-plane refueling services. The terms "ACC" or "AVCARD" are used only in reference to the current AIRCard contract, SP0600-00-D-0002. This information is provided for the sole purpose of assisting offerors in determining how transactions are currently processed at DESC contract locations.

F56.01 DELIVERY AND INVOICING REQUIREMENTS (INTO-PLANE) (DESC OCT 2003)

(a) **GENERAL DELIVERY CONDITIONS.** Except as otherwise provided in the Schedule--

- (1) Delivery shall be made f.o.b. to the aircraft or specified Government equipment.
- (2) The Contractor shall provide a responsible source of contact 24 hours a day, 7 days a week.
- (3) Requests for delivery shall be made by the Ordering Officer, and the Contractor shall deliver the

product to be furnished by all methods of delivery.

(4) Defuel and reservice of product from aircraft shall be processed as a ground service. In contracts where defuel and reservice have been authorized as a separate contract line item number (CLIN), the DEFUELING/RESERVICING clause applies.

(5) If an into-truck or into-bladder line item is awarded, the Contractor shall deliver the product into U.S. Government-owned or leased refueling units via a permanently installed bulk storage dispensing system located at the airport or the Contractor's facility.

(6) Regularly scheduled aircraft to be refueled have priority over unscheduled aircraft and shall be serviced promptly upon arrival. Unscheduled aircraft to be refueled shall be serviced promptly on a first come, first served basis. Where advance notice requirements apply for after hours refueling, such aircraft shall be serviced promptly at the conclusion of any required advance notice period.

(7) The Contractor is authorized to make deliveries of awarded products into U.S. Government aerospace ground support equipment if requested by the Ordering Officer. Such deliveries into other than aircraft or refueling units shall be treated as deliveries into aircraft.

(8) The unit of quantity, as used in this contract, shall be in U.S. gallons of 231 cubic inches. The quantity delivered hereunder shall be determined by calibrated meter and shall be determined as net for invoicing purposes.

(9) Where calibrated meters are rated in liters and imperial gallons, the following conversion factors will be used to obtain U.S. gallons:

- (i) Multiply liters by 0.264172.
- (ii) Multiply imperial gallons by 1.20095.

(b) PREPARATION OF DELIVERY RECORDS FOR MANUAL AND ELECTRONIC POINT OF SALE PROCESSING OF AVIATION INTO-PLANE REIMBURSEMENT (AIR) CARDS.

(1) For refueling purposes, the Ordering Officer (aircrew member) will provide a U.S. Government AIR Card (commercial purchasing card). The AIR Card is gold in color with an eagle in the background, blacklettering, and AIR Card Contractor (ACC) logo.

(i) **Manual Transactions.** Using a mechanical imprinter, the Contractor shall ensure the data embossed on the AIR Card is transferred onto the commercial delivery receipt or U.S. Government form.

(ii) **Electronic Point of Sale (POS) Reader or Electronic Reader Transactions.**

(A) **ACC Provided Readers.** In accordance with the AVCARD contract, the ACC will provide at no cost to CONUS into-plane contract Fixed-Base Operators (FBOs) an electronic POS reader. AVCARD manages and maintains ownership of the POS readers. Included in the management is the programming of the reader, shipping, training of personnel at the FBOs, and maintenance of the POS readers. The only cost to the Contractor is the paper that is needed in the operation of the reader.

(B) **Non-ACC-Provided Readers.** If the Contractor has a POS reader that has not been provided by the ACC, the Contractor shall test the transaction with the ACC to ensure that the applicable reader

software is compatible with the ACC equipment. The reader must be programmed to reflect the DESC contract award information. Standard commercial readers programmed only for commercial transactions may not be used unless tested and reprogrammed with the ACC.

(2) In the event the Ordering Officer fails to physically show the gold AIR Card to the refueler, the Ordering Officer and refueling crew will jointly and physically verify the tail number of the aircraft to be refueled or, in the case of the U.S. Navy, the Navy Unit Identification Number/Serial Number and the aircraft's home station and address. The Ordering Officer may also obtain the AIR Card number by calling the ACC at **1-800-AVCARD-1 (1-800-282-2731)** or international collect at **1-410-771-3083**. If the Ordering Officer is unable to provide either an AIR Card or to obtain the requisite AIR Card information via the aforementioned phone numbers, the purchase shall be processed as a local purchase. The Contractor shall forward the DD Form 44 or AF Form 315/15 used for local purchases to DESC-RR for validation and processing. If the aircrew does not comply with the above while at the contract location, the Contractor shall notify the DESC Contracting Officer of the incident, in writing, within 72 hours of occurrence in an effort to further educate the aircrew of the required into-plane procedures. Written notification to the Contracting Officer shall explain the situation, the method of purchasing, and identification of the aircrew and unit that failed to have the proper identification card.

(3) The Contractor shall ensure at a minimum that the following data are recorded (printed or a combination of printing and imprinting) on the delivery receipt after the Ordering Officer presents an AIR Card. The Contractor shall record deliveries to all U.S. or U.S.-designated aircraft on a commercial delivery receipt or U.S. Government form.

(i) Merchant Identification Number (MIN) (available from the ACC – Call **1-800-AVCARD-1**) or the four character ICAO airport identifier.

(ii) AIR Card Number (Carnet number);

(iii) Tail number/Side number or Navy Unit Identification Code/Serial Number (no more than 10 characters: alpha/numeric);

(iv) Contract Number;

(v) Delivery date reflected as MM/DD/YY(YY) or DD/MM/YY(YY) or by Julian date;

(vi) Grade of fuel;

(vii) Net quantity in U.S. gallons for fuels (expressed in whole numbers only);

(viii) **Signature of fueling operator and signature of Ordering Officer.** If a DD Form 1898 Identaplate is presented, the Contractor should annotate the Squadron, address, and telephone number on the delivery ticket and subsequent invoice, and separate invoices from AIR Card receipts for separate processing.

(ix) **Overtime charges.** If authorized under the contract, these charges shall be documented by annotating the start and stop times and the total time for overtime charges; i.e., 1 hour and 15 minutes would be reflected as 1.25; 2 hours and 30 minutes would be reflected as 2.50. If the Contractor fails to annotate the time on the delivery receipt, the Contractor's annotated delivery ticket signed by the Ordering Officer is also acceptable to substantiate overtime charges. Billing of the overtime will be on the same invoice as the applicable delivery; and

(x) Defuel/Reservice if authorized under the contract.

(c) SUBMISSION OF INVOICES FOR PAYMENT FOR MANUAL TRANSACTIONS.

(1) The Contractor will prepare and the Ordering Officer will sign a commercial delivery receipt, sales ticket, or U.S. Government form at the time of delivery. One copy of the delivery receipt must be furnished to the pilot or crew chief at the time of delivery. A copy of the delivery receipt/ticket shall be retained by the Contractor and a copy of the delivery receipt/ticket shall be processed with the Contractor's invoice to the ACC.

(2) For deliveries of product into-plane, into-truck, or into-bladder to U.S.-designated aircraft or authorized users, Contractors shall submit via regular mail an invoice with the information outlined in (b)(3) above and a summary of commercial delivery receipt information or sales data to the following address:

AVCARD
DESC AIR CARD CONTRACTOR (ACC)
PO BOX 1697
BALTIMORE, MD 21203-1697

(3) If invoice and summary are dispatched by courier, see the COURIER DELIVERY OF INVOICE (INTO-PLANE) clause.

(4) The applicable invoice can be sent electronically via email or by flat file format to the ACC; however, Contractors shall make the necessary arrangements through the ACC prior to submitting electronic data. Facsimile invoices are authorized and shall be sent to the ACC at **1-410-771-0516**. The ACC's confirmation number is **1-410-771-3058**.

(5) By submission of an invoice for payment processing, the Contractor certifies that all delivery receipts supporting the subject invoice were signed by an Ordering Officer from an aircraft of an authorized user listed in this clause. Summary delivery receipt data submitted by the Contractor shall contain the information noted in (b) above.

(6) DFAS Columbus will be responsible for making payments in U.S. dollars on all contract line items awarded.

(7) In addition to the elements listed in the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (INTO-PLANE) clause, the elements of a **proper into-plane invoice** from the Contractor to the ACC are as follows:

Contract number
Delivery date
Total dollar value of the invoice
Delivery ticket numbers

AND

AIRCRAFT INFORMATION

AIR Card

AIR Card Number (Carnet Number)
Tail Number/Side Number or
Navy Unit Identification Code/Serial Number

NOTE: Tax exemption documents, customs clarification sheets, etc., shall also include the contract number, CLIN, and applicable invoice number that shall be sent to the ACC along with the invoice package. Only one applicable document per invoice is allowed.

(d) **ANCILLARY GROUND SERVICES.** The AIR Card can also be used to purchase authorized ground services. At a minimum, allowable ground/ramp services are stated below.

- (1) Defuel/reservice;
- (2) Aircraft landing, ramp or parking fees;
- (3) Slot time fees;
- (4) Necessary ground equipment service (i.e., GPU, baggage conveyer belt, electrical grounding hookup, stairs, start carts, etc.);
- (5) Aircraft housekeeping or cleaning services (i.e., trash collection, vacuuming, lavatory servicing, potable water, etc.);
- (6) Catering, food and non-alcoholic beverage replenishment aboard the aircraft;
- (7) Supplies (i.e., maps, navigational aids);
- (8) Security services for the aircraft at the airport or airfield;
- (9) De-icing services;
- (10) Custom fees (if paid by refueling vendor);
- (11) Lubrication oils, both synthetic and petroleum based;
- (12) Hydraulic Fluid; and
- (13) Aviator breathing oxygen (ABO).

Reimbursements for ground services are made by the ACC directly; therefore, Contractors should contact the ACC for applicable merchant agreements and payment terms and conditions for noncontract line items that will not be reimbursed by DESC or DFAS Columbus. The ACC will accept a consolidated invoice that reflects both

contract refueling and ground services received, provided the services have been performed by the same vendor. In the case of defuel and reservice where fuel is defueled and later reserved with additional fuel quantity being required, the Contractor will bill for the additional quantity at the current escalated contract price.

(e) **AUTHORIZED USERS.** The following aircraft are authorized to obtain fuel at DESC contract locations:

(1) Aircraft of all Department of Defense components including the National Guard and Reserve activities;

(2) Agency aircraft of other departments and agencies of the U.S. Government. **NOTE: Federal Civilian aircraft are authorized but not mandated to use the DESC into-plane contracts for refueling at commercial airports;**

(3) Military aircraft of the Canadian government and Canadian government Department of Transportation presenting a valid AIR Card;

(4) Aircraft of the German Air Force presenting a valid AIR Card;

(5) Foreign Military Sales (FMS) aircraft that present an AIR Card;

(6) State and local law enforcement aircraft, or any aircraft designated in writing by the Contracting Officer during the performance period. (In the event there is insufficient time, the Contractor will be notified verbally, with written confirmation to follow.)

(7) VIP aircraft are authorized but not mandated to use the DESC into-plane contracts for refueling at commercial locations.

(8) Incognito aircraft not wishing to be identified as U.S. Government or military-related that present a commercial AVCARD to the Contractor requesting contract price fuel. Written authorization from the Contracting Officer may be provided as well.

(9) Military aircraft participating in a civil Air Show are authorized but not mandated to use the DESC into-plane contract for refueling during the specified Air Show duties.

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